

# EXHIBIT E

Drakeford v. Dell Inc. and Kevin Rollins  
Docket No. 07-CV-3490 (RMB) (DFE)

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"Total Satisfaction" Return Policy (U.S. Only)

Limited Warranty for Dell-Branded Ink and Toner Cartridges (U.S. and Canada Only)

Limited Warranty for Dell-Branded Tape Media (U.S. and Canada Only)

**Limited Warranty for Dell-Branded Hardware Products (U.S. Only)**

Dell-branded hardware products purchased in the U.S. come with a 90-day, one-year, two-year, three-year, or four-year limited warranty. To determine which warranty came with your hardware product, see your invoice or packing slip. The following sections describe the limited warranties and return policy for the U.S.

**What is covered by this limited warranty?**

This limited warranty covers defects in materials and workmanship in your — our end-user customer's — Dell-branded hardware products, including Dell-branded peripheral products.

**What is not covered by this limited warranty?**

This limited warranty does not cover:

- Software, including the operating system and software added to the Dell-branded hardware products through our factory-integration system, third-party software, or the reloading of software
- Non-Dell branded and Solution Provider Direct products and accessories
- Problems that result from:
  - External causes such as accident, abuse, misuse, or problems with electrical power
  - Servicing not authorized by us
  - Usage that is not in accordance with product instructions
  - Failure to follow the product instructions or failure to perform preventive maintenance
  - Problems caused by using accessories, parts, or components not supplied by us
- Products with missing or altered service tags or serial numbers
- Products for which we have not received payment

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION). DELL'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS WARRANTY STATEMENT. ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING, BUT

NOT LIMITED TO, ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN TIME TO THE TERM OF THE LIMITED WARRANTY PERIOD REFLECTED ON YOUR PACKING SLIP OR INVOICE. NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE LIMITED WARRANTY PERIOD HAS EXPIRED. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU.

WE DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED WARRANTY OR FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST DATA OR LOST SOFTWARE. OUR LIABILITY WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE PRODUCT THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH WE ARE RESPONSIBLE.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**How long does this limited warranty last?**

This limited warranty lasts for the time period indicated on your packing slip or invoice, except that the limited warranty on Dell-branded batteries lasts only one year and the limited warranty on the lamps for Dell-branded projectors lasts only ninety days. The limited warranty begins on the date of the packing slip or invoice. The warranty period is not extended if we repair or replace a warranted product or any parts. Dell may change the availability of limited warranties, at its discretion, but any changes will not be retroactive.

**What do I do if I need warranty service?**

Before the warranty expires, please call us at the relevant number listed in the following table. Please also have your Dell service tag number or order number available.

**Individual Home Consumers:**

Technical Support	800-624-9896
Customer Service	800-624-9897

**Individual Home Consumers who purchased through an Employee Purchase Program:**

Technical Support & Customer Service	800-822-8965
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**Home and Small Business Commercial Customers:**

Technical Support & Customer Service	800-456-3355
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**Medium, Large or Global Commercial Customers, Healthcare Customers, and Value Added Resellers (VARs):**

Technical Support & Customer Service	800-822-8965
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**Government or Education Customers:**

Technical Support & Customer Service	800-234-1490
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**Dell-branded memory:**

888-363-5150
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**What will Dell do?**

**During the first 90 days of the 90-day limited warranty and the first year of all other limited warranties:** During the first 90 days of the 90-day limited warranty and the first year of all other limited warranties, we will repair any Dell-branded hardware products returned to us that prove to be defective in materials or workmanship. If we are not able to repair the product, we will replace it with a comparable product that is new or refurbished.

When you contact us, we will issue a Return Material Authorization Number for you to include with your return. You must return the products to us in their original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk if the product is lost or damaged in shipment. We will return the repaired or replacement products to you. We will pay to ship the repaired or replaced products to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions and territories). Otherwise, we will ship the product to you freight collect.

If we determine that the problem is not covered under this warranty, we will notify you and inform you of service alternatives that are available to you on a fee basis.

**Note: Before you ship the product(s) to us, make sure to back up the data on the hard drive(s) and any other storage device(s) in the product(s). Remove any confidential, proprietary or personal information, removable media, such as floppy disks, CDs, or PC Cards. We are not responsible for any of your confidential, proprietary or personal information; lost or corrupted data; or damaged or lost removable media.**

**During the remaining years:** For the remaining period of the limited warranty, we will replace any defective part with new or refurbished parts, if we agree that it needs to be replaced. When you contact us, we will require a valid credit card number at the time you request a replacement part, but we will not charge you for the replacement part as long as you return the original part to us within thirty days after we ship the replacement part to you. If we do not receive the original part within thirty days, we will charge to your credit card the then-current standard price for that part.

We will pay to ship the part to you if you use an address in the United States, (excluding Puerto Rico and U.S. possessions and territories). Otherwise, we will ship the part, freight collect. We will also include a prepaid shipping container with each replacement part for your use in returning the replaced part to us.

**Note: Before you replace parts, make sure to back up the data on the hard drive(s) and any other storage device(s) in the product(s). We are not responsible for lost or corrupted data.**

#### **What if I purchased a service contract?**

If your service contract is with Dell, service will be provided to you under the terms of the service agreement. Please refer to that contract for details on how to obtain service.

If you purchased through us a service contract with one of our third-party service providers, please refer to that contract for details on how to obtain service.

#### **How will you fix my product?**

We use new and refurbished parts made by various manufacturers in performing warranty repairs and in building replacement parts and systems. Refurbished parts and systems are parts or systems that have been returned to Dell, some of which

were never used by a customer. All parts and systems are inspected and tested for quality. Replacement parts and systems are covered for the remaining period of the limited warranty for the product you bought. Dell owns all parts removed from repaired products.

#### **May I transfer the limited warranty?**

Limited warranties on systems may be transferred if the current owner transfers ownership of the system and records the transfer with us. The limited warranty on Dell-branded memory may not be transferred. You may record your transfer by going to Dell's Web site:

- If you are an Individual Home Consumer, go to [http://www.dell.com/us/en/dhs/topics/sbtopic\\_015\\_ccare.htm](http://www.dell.com/us/en/dhs/topics/sbtopic_015_ccare.htm)
- If you are a Home Office, Small, Medium, Large or Global Commercial Customer, go to [http://www.dell.com/us/en/biz/topics/sbtopic\\_ccare\\_nav\\_015\\_ccare.htm](http://www.dell.com/us/en/biz/topics/sbtopic_ccare_nav_015_ccare.htm)
- If you are a Government, Education, or Healthcare Customer, or an Individual Home Consumer who purchased through an employee purchase program, go to [http://www.dell.com/us/en/pub/topics/sbtopic\\_015\\_ccare.htm](http://www.dell.com/us/en/pub/topics/sbtopic_015_ccare.htm)

If you do not have Internet access, please call your customer care representative or call 1-800-624-9897.

#### **"Total Satisfaction" Return Policy (U.S. Only)**

We value our relationship with you and want to make sure that you're satisfied with your purchases. That's why we offer a "Total Satisfaction" return policy for most products that you-the end-user customer-purchase directly from Dell. Under this policy, you may return to Dell products that you purchased directly from Dell for a credit or a refund of the purchase price paid, less shipping and handling and applicable restocking fees as follows:

- New Hardware Products and Accessories: All new hardware, accessories, parts, and unopened software still in its sealed package, excluding the products listed below, may be returned within thirty days from the date on the packing slip or invoice. To return applications software or an operating system that has been installed by Dell, you must return the entire computer. A different return policy applies to nondefective products purchased through Dell's Software and Peripherals division by customers of our Small and Medium Business divisions. Those products may be returned within thirty days from the date on the packing slip or invoice, but a fifteen percent (15%) restocking fee will be deducted from any refund or credit. The "Total Satisfaction" Return Policy and Software and Peripherals division return policy are not available for Dell|EMC storage products, EMC-branded products, or enterprise software.
- New Hardware Products and Accessories: All new hardware, accessories, parts, and unopened software still in its sealed package, excluding the products listed below, may be returned within thirty days from the date on the packing slip or invoice. To return applications software or an operating system that has been installed by Dell, you must return the entire computer. A different return policy applies to nondefective products purchased through Dell's Software and Peripherals division by customers of our Small and Medium Business divisions. Those products may be returned within thirty days from the date on the packing slip or invoice, but a fifteen percent (15%) restocking fee will be deducted from any refund or credit. The "Total Satisfaction" Return Policy and Software and Peripherals division return policy are not available for Dell|EMC storage products, EMC-branded

products, or enterprise software.

To return products, e-mail or call Dell customer service to receive a Credit Return Authorization Number within the return policy period applicable to the product you want to return. You must obtain a Credit Return Authorization Number in order to return the product. See "Contacting Dell" or "Getting Help" in your customer documentation (or [www.dell.com/us/en/gen/contact.htm](http://www.dell.com/us/en/gen/contact.htm)) to find the appropriate contact information for obtaining customer assistance.

You must ship the products to Dell within five days of the date that Dell issues the Credit Return Authorization Number. You must also return the products to Dell in their original packaging, in as-new condition along with any media, documentation, and all other items that were included in the original shipment, prepay shipping charges, and insure the shipment or accept the risk of loss or damage during shipment.

**Limited Warranty for Dell-Branded Ink and Toner Cartridges (U.S. and Canada Only)**

Dell Computer Corporation warrants to the original purchaser of genuine Dell-branded toner cartridges that they will be free from defects in material and workmanship for the life of the cartridge and that for genuine Dell-branded ink cartridges they will be free from defects in material and workmanship for two years beginning on the date of invoice. If this product proves defective in either material or workmanship, it will be replaced without charge during the limited warranty period if returned to Dell. You must first call our toll-free number to get your return authorization. In the U.S., call 1-800-822-8965; in Canada, call 1-800-387-5757. If we are not able to replace the product because it has been discontinued or is not available, we will either replace it with a comparable product or reimburse you for the cartridge purchase cost, at Dell's sole option. This limited warranty does not apply to ink or toner cartridges that have been refilled, improperly stored, or due to problems resulting from misuse, abuse, accident, neglect, mishandling, incorrect environments, or wear from ordinary use.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION). DELL'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPLACEMENT AS SET FORTH IN THIS WARRANTY STATEMENT. FOR CANADIAN CUSTOMERS, EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS WARRANTY STATEMENT, DELL DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, FOR THE PRODUCT. FOR U.S. CUSTOMERS, ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN TIME TO THE TERM OF THIS LIMITED WARRANTY. NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE LIMITED WARRANTY PERIOD HAS EXPIRED. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR CONDITIONS, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY COVERAGE TERMINATES IF YOU SELL OR OTHERWISE TRANSFER THIS PRODUCT TO ANOTHER PARTY.

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DAMAGES, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST DATA OR LOST SOFTWARE. DELL'S LIABILITY WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE PRODUCT THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH DELL IS RESPONSIBLE.

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**Limited Warranty for Dell-Branded Tape Media (U.S. and Canada Only)**

Dell warrants to you, the end-user customer, that this product will be free from defects in material and workmanship for one year from the invoice date, if properly used and maintained. If this product proves defective in either material or workmanship, it will be replaced without charge if returned to Dell. You must first call our toll-free number to get your return authorization. In the U.S., call 1-800-822-8965. In Canada, call 1-800-387-5757. If we are not able to replace the product because it has been discontinued or is not available, we will replace it with a comparable product. This warranty does not apply to failure of the product resulting from misuse, abuse, accident, neglect or mishandling, improperly adjusted or maintained drives, incorrect environments or wear from ordinary use.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION). DELL'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPLACEMENT AS SET FORTH IN THIS WARRANTY STATEMENT. FOR CANADIAN CUSTOMERS, EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS WARRANTY STATEMENT, DELL DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, FOR THE PRODUCT. FOR U.S. CUSTOMERS, ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN TIME TO THE TERM OF THIS LIMITED WARRANTY. NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE LIMITED WARRANTY PERIOD HAS EXPIRED. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR CONDITIONS, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY COVERAGE TERMINATES IF YOU SELL OR OTHERWISE TRANSFER THIS PRODUCT TO ANOTHER PARTY.

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